

CLYDE & CO

US LLP
The Chrysler Building
405 Lexington Avenue
New York, New York 10174
Telephone: 212 710 3900
Facsimile: 212 710 3950
www.clydeco.us
stephen.kennedy@clydeco.us

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Via Facsimile and Federal Express

Hon. Richard K. Eaton
United States Court of International Trade
One Federal Plaza, Room 397
New York, New York 10278

Re: Granite State Insurance Company ("Granite State") v. Clearwater Insurance Company ("Clearwater") Index No. 09 CV 10607 (RKE)

Dear Judge Eaton:

We represent Clearwater Insurance Company ("Clearwater") in the above-referenced matter. Granite State Insurance Company ("Granite State") and Clearwater currently have pending motions for summary judgment which were respectively filed with the Court on June 6, 2011 and July 15, 2011. As part of Clearwater's summary judgment papers, it argued, *inter alia*, that the relevant facultative reinsurance certificates in dispute between the parties are governed by Illinois law, and that Granite State failed to make timely notice to Clearwater under those certificates and Illinois law.

The purpose of this letter is to advise the Court that on March 25, 2013 the Honorable Sidney H. Stein, U.S.D.J. issued an Opinion and Order in *AIU Insurance Company v. TIC Insurance Company*, 07 Civ. 7052, 2013 U.S. Dist LEXIS 41716 (S.D.N.Y. March 25, 2013) which addresses, among other issues, late notice in the reinsurance context under Illinois law.

Should your Honor wish to discuss any of the above in more detail, we are happy to coordinate with Granite State's counsel and make ourselves available at the Court's convenience.

Respectfully submitted,


Stephen M. Kennedy

cc: Stuart Cotton, Esq.